

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION FIVE**

**MVM, INC.**

**Employer-Petitioner**

**and**

**Case 5-RM-1008**

**SECURITY, POLICE AND FIRE  
PROFESSIONALS OF AMERICA  
Union**

**and**

**NATIONAL ASSOCIATION OF  
SPECIAL POLICE AND SECURITY OFFICERS  
Union**

**ORDER DISMISSING PETITION**

On August 9, 2004, the Acting Regional Director for Region 5 issued to all parties a Notice to Show Cause in writing by August 16, 2004, why the instant petition should not be dismissed as being untimely filed under the Board's contract bar doctrine.

On or about August 16, 2004, Security, Police and Fire Professionals of America (SPFPA) responded to the Notice to Show Cause and averred the existing collective-bargaining agreement between MVM, Inc. (the Employer) and SPFPA operated as a contract bar to the instant petition. Neither the Employer nor National Association of Special Police and Security Officers (NASPSO) responded to the Notice to Show Cause.

Based on the response to the Notice to Show Cause and the results of an administrative investigation conducted under my direction, I find, as discussed below, that the petition is not timely filed and, accordingly, I am dismissing the petition.

On April 11, 2000, a Certification of Representative issued in Case 5-RC-14968, certifying NASPSO as the exclusive collective-bargaining representative of security guards employed by Aerotech Services, Inc., the predecessor employer to the Employer herein, in the following appropriate unit:

All full-time and regular part-time security officers employed by the Employer at the GSA Regional Building located at 7<sup>th</sup> & D Streets, S.W., Washington, D.C. and the Liberty Loan Building located at 14<sup>th</sup> Street, S.W., Washington, D.C., but excluding all other employees, managers and supervisors as defined in the Act.

In or about August 2002, NASPSO merged with SPFPA. On or about December 2002, the Employer obtained the contract with GSA for the 7<sup>th</sup> & D Streets, S.W., Washington, D.C. location (7<sup>th</sup> & D Streets). On or about December 3, 2002, the Employer received a letter from the former president of NASPSO, Caleb A. Gray-Burriss, in his then-current capacity as an International Representative for SPFPA, stating that NASPSO merged with SPFPA and that Mr. Burriss desired to negotiate a collective-bargaining agreement with the Employer on behalf of SPFPA. Pursuant to their obligations under the Act, the Employer and SPFPA negotiated and executed a collective-bargaining agreement covering the unit employees at 7th & D Streets effective by its terms from October 1, 2003 until September 30, 2006.

On August 9, 2004, the Employer filed the instant petition, asserting that both NASPSO and SPFPA are making claims for recognition as the exclusive collective-bargaining representative of its unit employees. In this regard, by letter dated July 19, 2004, Mr. Burriss, now again acting on behalf of NASPSO, asserted that contrary to his prior representations, the merger between NASPSO and SPFPA was not completed; that NASPSO is the certified bargaining representative of the unit employees; and that all dues deductions pursuant to the collective-bargaining agreement be SPFPA and the Employer should be sent to NASPSO. The Employer asserts that since that time SPFPA has also demanded that the Employer forward the dues deductions to SPFPA.

Under the Board's well-established contract bar doctrine, an existing collective-bargaining agreement reduced to writing, executed by the parties, covering the unit employees, and containing substantial terms and conditions of the unit employees' employment, will operate as a bar to future Board elections for a length of time not to exceed three years from the agreement's effective date. *See DePaul Adult Care Communities*, 325 NLRB 681 (1998); *Empire Screen Printing*, 249 NLRB 718 (1980); *United Telephone Company of Ohio*, 179 NLRB 732 (1969); *General Cable Corp.*, 139 NLRB 1123 (1962); *Appalachian Shale Products Co.*, 121 NLRB 1160 (1958); *Hexton Furniture*, 111 NLRB 342 (1955).

Based on the foregoing, I find that the existing collective-bargaining agreement in effect between the Employer and SPFPA meets all of the requirements of the Board's contract bar doctrine and, therefore, constitutes a bar to the instant petition.

Accordingly, IT IS HEREBY ORDERED that the petition filed in Case 5-RM-1008 be, and hereby is, DISMISSED.

IT IS FURTHER ORDERED that the representation hearing previously scheduled in this matter be, and hereby is, CANCELED.

### **RIGHT TO REQUEST REVIEW**

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-

0001. This request must be received by the Board in Washington by 5 p.m., E.D.T. on **SEPTEMBER 1, 2004**. The request may not be filed by facsimile.

(SEAL)

/s/Wayne R. Gold

Dated: August 18, 2004.

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Wayne R. Gold, Regional Director  
National Labor Relations Board  
Region 5